

## ***VizVOCUS, Inc. Sales Terms, Conditions & Warranty***

### ***LoupeCam® | AFT Dental System***

*Revised and Effective 1 Oct 2018*

#### **VizVOCUS, Inc. Sales Terms & Conditions**

Returns of LoupeCam® products are accepted within 15 calendar days of the date that the products were received. To return a product, you MUST provide a written request for RMA emailed to [RMA@loupecam.com](mailto:RMA@loupecam.com). A full refund, minus shipping and handling fees, will be applied, provided that all items are in their original condition and original packaging. From the 16<sup>th</sup> through 29<sup>th</sup> days, products can be returned with a 35% restocking fee. After 30 days, no return/refund. Missing and/or damaged items will be charged in full. Products transferred for demo or sale at Promo Pricing or bundle pricing may not be returned/exchanged for market value. All sales on digital products are final – no returns, refunds, or exchanges will be permitted. Computers not meeting the system requirements will result in an unsupported product.

All sales of AFT Dental System products are final; returns/exchanges are not permitted. By purchasing an AFT product, purchaser effectively agrees not to disclose proprietary information or alignment protocols relating to the product. Purchase of an AFT product includes the use of a proprietary protocol and the purchase of the product constitutes an explicit non-disclosure agreement with VizVOCUS, Inc. and AFT Dental System S.L. to maintain the confidentiality of the protocols.

Any disputes arising from this sales agreement in regards to LoupeCam®, AFT Dental System, or any other products offered by VizVOCUS, Inc. will be governed by the laws of the State of Arizona, without regard to its conflicts of law provisions. The customer agrees to irrevocably submit to the exclusive jurisdiction of the courts of the State of Arizona and the Federal courts of the USA located in Maricopa County, Arizona. Such courts will constitute the exclusive courts of competent jurisdiction and venue for purposes of any dispute arising under or regarding this agreement or the transactions contemplated as part of this agreement. Any issues, visible damage to the product occurring as a result of transportation, courier, shipping and/or handling must be reported within 48 hours of the delivery date. The entire packaging must be saved including the delivery box. Pictures must be taken and documentation must be presented electronically to LoupeCam® at [RMA@loupecam.com](mailto:RMA@loupecam.com) in order to file a claim. Sufficient and obvious proof must be provided to relate the circumstantial damage(s) to shipping & packaging.

#### **VizVOCUS, Inc. Privacy Policy**

The VizVOCUS, Inc. Privacy Policy may be viewed at: [loupecam.com/privacy](http://loupecam.com/privacy)

#### **LoupeCam® by VizVOCUS, Inc. Product Support Packages**

**Level 1** - INCLUDED with camera purchase – Three months of video tutorial, email, phone support (within 24/48 hours)

**Level 2** - Available for purchase - Virtual install & PC optimization session (up to 3 hours) + Level 1 support for three months

**Level 3** - Available for purchase - Live technician install & training session (6 hours max; US/Canada only) + three months Level 1 support

*Level 1 Product Support may be purchased for extended time increments of 30 days, 90 days, and one year.*

#### **VizVOCUS, Inc. Standard One-Year Limited Warranty for Direct and Indirect Users**

The use of any VizVOCUS, Inc. products, including LoupeCam® ProHD or MegaPixel camera systems and AFT Dental System products, directly by end users (Direct User) or indirectly through commercial or third party representation (Indirect Users) is bound by VizVOCUS, Inc. Terms & Conditions. By using products under the VizVOCUS, Inc. family directly or indirectly, users accept the

VizVOCUS, Inc. Terms & Conditions and agree to the exclusive jurisdiction of the courts of the State of Arizona and the Federal Court of the USA located exclusively in Maricopa County, Arizona. Such courts will constitute the exclusive courts of competent jurisdiction and venue for purposes of any disputes arising under or regarding the use, intended use (directly or indirectly) of VizVOCUS, Inc. products. Direct Users and/or Indirect Users not agreeing to the Terms & Conditions and Limited Warranty as set forth, must elect out by surrendering the product within 15 days of receipt.

**LoupeCam® warrants ProHD and MegaPixel camera products against defects in material or workmanship as follows:**

**PRODUCT:** LoupeCam® will repair this product with new or refurbished parts, free of charge, for a period of one (1) year from the date of original purchase/loan in the event of a defect in materials or workmanship, provided the Direct or Indirect User request a written RMA (Return to Manufacturer Authorization) and returns product at user's cost. User must use a shipping carrier that offers tracking numbers and submit tracking number to LoupeCam®.

**REPAIRS:** LoupeCam® will repair or replace defective parts used in the repair or replacement of this product with new or refurbished parts, free of charge, for a period equal to the remainder of the original Limited Warranty period on the original product, or for ninety (90) days after the date of the repair or replacement, whichever is longer. The Direct or Indirect User must request a written RMA and return product at user's cost. User must use a shipping carrier that offers tracking numbers and submit tracking number to LoupeCam®.

Limited Warranty is normally defined to service Direct Users, applying to the original purchaser. A purchase receipt, bill of sale, or other receipted proof of date of original purchase will be required before warranty service is rendered. This warranty only covers camera hardware failures due to defects in materials and workmanship which occur during normal use. This warranty does not cover Digital Products referred to as Software; Operating Systems (OS) and/or hardware (computers/mobile devices) that do not meet the minimum requirements; or the inability to use product on an OS that does not meet the minimum system requirements. All users should be aware that OS-specific updates are not within control of VizVOCUS, Inc. and conflicts caused by such updates are not warrantable. The warranty does not cover damages which occurred in shipment, cosmetic damage, damage that is attributable to acts of God, failures which are caused by products not supplied by the warrantor, or failures which result from accident, misuse, abuse, neglect, mishandling, faulty installation, misapplication, improper installation, operation or maintenance, alteration, modification, introduction of sand, humidity, or liquids, line power surge, improper voltage supply, lightning damage, or subjecting the product to operating/environmental conditions in excess of the maximum values or below the minimum values set forth in the applicable specifications, or products serviced by anyone other than LoupeCam®.

This warranty is voided if the factory applied Serial number has been altered or removed from the product or if the camera casing has been opened. This warranty does not cover products sold AS IS or WITH ALL FAULTS. This warranty excludes all interchangeable optical lenses.

Indirect Users (including commercial or independent representation and users with loaner units) are bound to the normal use of the product. Any abnormal use of the product – such as attempts to disrupt its normal use or tampering with any device components (with or without cosmetic damage) could result in collection of total retail value from Indirect User and/or prosecution.

There are no express warranties except as listed above. Repair or replacement as provided under this warranty is the exclusive remedy of the Direct or Indirect User. LoupeCam® shall not be liable for lost profits, lost sales, loss of use of the product, or other incidental or consequential damages resulting from the use of this product or arising out of any breach of this warranty. All express and implied warranties, including the warranties of merchantability, fitness for a particular purpose and title, are limited to the applicable warranty period set forth above.

Some states do not allow the exclusion or limitation of incidental or consequential damages, or allow limitations on how long an implied warranty lasts, which might result in exclusion/limitations not being applicable.

**AFT Dental Systems S.L. warrants AFT Dental System products against defects in material or workmanship as follows:**

PRODUCT: AFT System One is warrantied by AFT Dental Systems S.L for a period of one (1) year from the date of original purchase/loan in the event of a defect in materials or workmanship, provided the Direct or Indirect User request a written RMA (Return to Manufacturer Authorization) and returns product at user's cost. User must use a shipping carrier that offers tracking numbers and submit tracking number to VizVOCUS, Inc.

Specific warranty terms are defined by AFT Dental Systems S.L.

NON-DISCLOSURE: Limited Warranty is normally defined to service Direct Users, applying to the original purchaser. A purchase receipt, bill of sale, or other receipted proof of date of original purchase will be required before warranty service is rendered. This warranty only covers camera hardware failures due to defects in materials and workmanship which occur during normal use. This warranty does not cover Digital Products referred to as Software; Operating Systems (OS) and/or hardware (computers/mobile devices) that do not meet the minimum requirements; or the inability to use product on an OS that does not meet the minimum system requirements. All users should be aware that OS-specific updates are not within control of VizVOCUS, Inc. and conflicts caused by such updates are not warrantable. The warranty does not cover damages which occurred in shipment, cosmetic damage, damage that is attributable to acts of God, failures which are caused by products not supplied by the warrantor, or failures which result from accident, misuse, abuse, neglect, mishandling, faulty installation, misapplication, improper installation, operation or maintenance, alteration, modification, introduction of sand, humidity, or liquids, line power surge, improper voltage supply, lightning damage, or subjecting the product to operating/environmental conditions in excess of the maximum values or below the minimum values set forth in the applicable specifications, or products serviced by anyone other than VizVOCUS Inc./AFT Dental Systems S.L.

This warranty is voided if the product has been tampered with or proprietary protocols are disclosed. This warranty does not cover products sold AS IS or WITH ALL FAULTS.

Indirect Users (including commercial or independent representation and users with loaner units) are bound to the normal use of the product. Any abnormal use of the product – such as attempts to disrupt its normal use or tampering with any device components (with or without cosmetic damage) could result in collection of total retail value from Indirect User and/or prosecution.

Repair or replacement as provided under this warranty is the exclusive remedy of the Direct or Indirect User. VizVOCUS, Inc. shall not be liable for lost profits, lost sales, loss of use of the product, or other incidental or consequential damages resulting from the use of this product or arising out of any breach of this warranty. All express and implied warranties, including the warranties of merchantability, fitness for a particular purpose and title, are limited to the applicable warranty period set forth above.

Some states do not allow the exclusion or limitation of incidental or consequential damages, or allow limitations on how long an implied warranty lasts, which might result in exclusion/limitations not being applicable.

***If a problem with your LoupeCam® ProHD or MegaPixel or AFT Dental System product develops during or after the warranty period, please contact:***

LoupeCam® by VizVOCUS, Inc. | 9414 E San Salvador Drive, #111 | Scottsdale, AZ 85258 | 614-901-0662  
[support@loupecam.com](mailto:support@loupecam.com)

**Written RMA requests should be sent to: [RMA@loupecam.com](mailto:RMA@loupecam.com)**

**LoupeCam® ProHD or MegaPixel Camera System Extended Limited Warranty**

*Valid for two (2) years from the date of camera purchase | Available for purchase within 15 days of camera system receipt*